

EXHIBIT 1

CONFIDENTIAL

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

MARA FLAMM,

Plaintiff,

v.

SARNER & ASSOCIATES, P.C. and
JOSHUA SARNER, ESQUIRE and
LEONARD SARNER, ESQUIRE and
JODI H. BROWN, M.D. and JOHN
MATUSAVAGE,

Defendants.

CIVIL ACTION

NO. 02-4302

AFFIDAVIT OF JOSHUA SARNER, ESQUIRE

I, Joshua Sarner, Esquire, being duly sworn according to law do hereby state that the following is true and correct to the best of my knowledge, information and belief:

1. I am an attorney licensed to practice law in the Commonwealth of Pennsylvania, and was so licensed during all times relevant hereto. I have personal knowledge of the matters set forth in this affidavit.

2. I am the Vice-President and Secretary of co-defendant Sarner & Associates, P.C., located at 11 Penn Center, 29th Floor, Philadelphia, Pennsylvania.

3. The founder and President of Sarner & Associates, P.C., is my father, Leonard Sarner, Esquire.

4. At the time I joined Sarner & Associates in July of 1996, Leonard Sarner had an extensive corporate and tax practice, and, to the best of my knowledge, none of such practice involved the collection of debts from individuals.

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5. Likewise, during the period from 1996 through 2002, my father did no such collection work as well.

6. Leonard Sarner, Esquire, is currently 87 years old, and on or about August 4, 2004, suffered a fall, requiring numerous stitches to his head. He is currently in rehabilitation, and is unable to provide an affidavit in this matter. Nevertheless, I am sufficiently familiar with his practice to make the statements contained herein.

7. I practice law solely through Sarner & Associates, P.C. and do not maintain a separate practice apart from my employment with the firm.

8. The terms "collection cases," "collection files" and/or "collection matters" as used in this affidavit include both litigation matters and matters that involve only the mailing of letters.

9. In my law practice, I handle cases concerning: Tax Litigation, Corporate Litigation, White Collar Criminal Defense, Criminal Law, Probate Litigation, and General Corporate Representation.

10. The practice of Sarner & Associates, P.C. also includes International Business Law and Litigation, Estate Planning, Real Estate Law and Criminal Law.

11. Neither I nor Sarner & Associates, P.C. regularly practice collections law.

12. Neither I nor Sarner & Associates, P.C. advertise or otherwise solicit business as specializing or representing clients in collections matters, except that I personally am on the list of attorneys maintained by the Philadelphia Bar Association Lawyer Referral Service available to accept cases in the area of collections.

13. I have undertaken a review of the case files, case file summaries, fee income reports, and tax returns of Sarner & Associates, P.C. for the years 1996 through 2002 in order to

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determine the number of clients that Sarner & Associates, P.C. represented in matters seeking the repayment of monies owed by individuals, and the income generated therefrom and in the practice in its entirety.

14. From the period of my start at Sarner & Associates in July of 1996, through the end of 1997, my records indicate that I opened and worked on 41 files, for 32 separate clients.

15. None of these matters concerned the collection of debts from individuals.

16. During the years 1998 and 1999, my records indicate that I opened and worked on 111 files, for 89 separate clients.

17. Only three (3) of those files were collection cases against individuals and were all

REDACTED PER RULE 5.1.3

18. Other than those three (3) cases for the one client, Dr. Brown, I neither opened nor worked on other collection matters against individuals during this time period.

19. My total fee from Dr. Brown for these three cases during the years 1998 and 1999 was \$1,827.00.

20. The approximate total fee that I generated at Sarner & Associates during the years 1998 and 1999, not counting the revenue that I generated through work on cases brought to the firm by Leonard Sarner, Esquire, REDACTED Stated otherwise, this REDACTED represents revenue I generated for the firm as a "rainmaker."

21. Sarner & Associates does not maintain a summary record of the revenue that I personally generated in 1998 and 1999 through my work for the existing clients brought to the firm by Leonard Sarner, Esquire.

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22. Paragraph 20 above understates the total amount of revenue that I generated for the firm in the years 1998 and 1999, because: a) the firm's largest client, for which I do substantial work, is "flat-billed"; and b) no record exists summarizing my billings for the firm's existing "hourly" clients brought in by Leonard Sarner, Esquire.

23. The approximate total fee generated by Sarner & Associates during the years 1998 and 1999 was in excess of REDACTED

24. During the years 2000, 2001 and 2002, my records indicate that I opened and worked on 162 files for 135 separate clients.

25. Only six (6) of those files were collection matters against individuals for three (3) clients.

26. Four (4) of those collections cases were for Dr. Brown, namely, Brown v. Dezzi, Brown v. Kowalak, Brown v. Manno, and Brown v. McPeat.

27. My client in the fifth case was the REDACTED in an action against Timothy Howley.

28. My client in the sixth case was Rhonda Gallagher in an action against a Mr. Kyle.

29. My total fees from Dr. Brown for these and the prior cases during 2000, 2001, and 2002 was REDACTED

30. My total fee for Rhonda Gallagher was \$ REDACTED

31. My total fee for the Estate of Joseph Fisicaro was \$ REDACTED

32. The approximate total fee that I generated at Sarner & Associates during the years 2000, 2001 and 2002, not counting the revenue that I generated through work on cases brought to the firm by Leonard Sarner, Esquire, was \$ REDACTED Stated otherwise, this REDACTED represents revenue I generated for the firm as a "rainmaker."

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33. Sarner & Associates does not maintain a summary record of the revenue that I personally generated in 2000, 2001 and 2002, through my work for the existing clients brought to the firm by Leonard Sarner, Esquire.

34. Paragraph 32 above understates the total amount of revenue that I generated for the firm in the years 2000, 2001 and 2002, because: a) the firm's largest client, for which I do substantial work, is "flat-billed"; and b) no record exists summarizing my billings for the firm's existing "hourly" clients brought in by Leonard Sarner, Esquire.

35. The approximate total fee generated by Sarner & Associates during the years 2000, 2001 and 2002 was in excess of: *REDACTED*

36. Dr. Brown is a psychiatrist who retained Sarner & Associates, P.C. to pursue a small number of collections matters against her former patients (including plaintiff Mara Flamm) who did not pay Dr. Brown monies owed for medical treatment provided to them.

37. Since 1996, Dr. Brown has been a personal friend of mine.

38. Each of the other clients retained Sarner & Associates to litigate single cases involving monies owed by individuals, which debts may or may not have arisen from obligations incurred for personal, family or household purposes.

39. Other than attending the scheduled deposition of Mara Flamm in the underlying matter (which deposition did not occur due to plaintiff's failure to appear), Leonard Sarner, Esquire was not involved in the provision of services to the clients who retained Sarner & Associates, P.C. in collections matters from 1996 through 2002.

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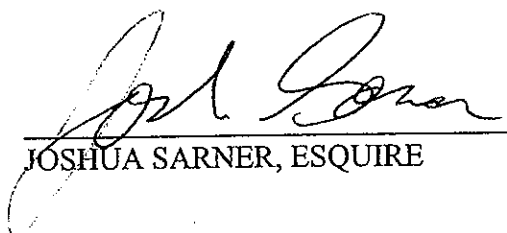
40. From 1998 to 2002, collections cases represented 9 of the 273 cases that I personally opened and worked on at Sarner & Associates, or 3.2% of the cases that I opened and worked on during that period.

41. From 1998 to 2002, collections cases represented 4 of the 224 clients that I personally represented at Sarner & Associates or 1.7% of all clients that I personally represented during that period.

42. From 1998 to 2002, collections cases represented _____ of the _____ in revenues that I individually generated at Sarner & Associates as a "rainmaker," or 3% of the revenues that I personally generated as a "rainmaker" during that period.

43. From 1998 to 2002, collections cases represented \$4,833 of the more than \$1,500,000 in total revenue generated by the firm of Sarner & Associates or approximately 0.3% of the total revenue of Sarner & Associates generated during that period.

I certify that the foregoing statements made by me are true to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment under federal law.


JOSHUA SARNER, ESQUIRE

8/12/04

EXHIBIT 2

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

4 MARA FLAMM, : CIVIL ACTION
Plaintiff, :
5 :
V. :
6 :
SARNER & ASSOCIATES, :
7 P.C., et al., :
Defendants. : NO. 02-4302
8 - - -

10 CONFIDENTIAL

12 Oral deposition of JOSHUA

22 ESQUIRE DEPOSITION SERVICES
 1880 John F. Kennedy Boulevard
23 15th Floor
 Philadelphia, Pennsylvania 19103
24 (215) 988-9191

1 A. Yes.

2 Q. And have you conducted
3 depositions before?

4 A. I have.

5 Q. Do you have any objections
6 of my dispensing with the ordinary
7 instructions that accompany a deposition?

8 A. It's not my place to make
9 objections, my counsel makes objections.

10 Q. But to the extent I need to
11 instruct you to answer out loud, or if
12 you don't understand the question I'll be
13 happy to rephrase it, any other -- do you
14 understand those instructions?

15 A. I understand those two
16 instructions you just gave me, yes.

17 Q. Can we start with your
18 professional history starting with law
19 school?

20 A. I went to law school at the
21 University of Pennsylvania. I earned my
22 J.D. in May of 1988. I had clerked in
23 the Philadelphia Municipal Court for the
24 Honorable William Brady in the summer of

1 1986. In the summer of 1987, I had
2 clerked -- I had summer associated at the
3 law firm of Duane Morris. Commencing in
4 February of 1988 through the end of the
5 calendar year, 1988, I had a judicial
6 clerkship with the Honorable Juanita Kidd
7 Stout of the Pennsylvania Supreme Court.
8 And I commenced practicing full time at
9 Duane Morris in January of 1989.

10 Q. What has been your
11 professional experience since 1989?

12 A. Since 1989, I was at Duane
13 Morris & Heckscher until the end of
14 July -- I'm sorry, excuse me, until the
15 end of June of 1996 at which time I
16 became a shareholder in Sarner &
17 Associates.

18 Q. And did you have an area of
19 concentration during your years at Duane
20 Morris?

21 A. I did.

22 Q. What was that area of
23 concentration?

24 A. I was in a litigation

1 department that was known -- had several
2 names. It was known either as the
3 criminal litigation group, the tax
4 litigation group or the special
5 litigation group depending on who you
6 asked.

7 Q. Did any of your experience
8 during those years involve any debt
9 collection activities?

10 A. Not that I recall.

11 Q. You became a shareholder in
12 Sarner & Associates in 1996?

13 A. That's correct.

14 Q. And are you still a
15 shareholder in Sarner & Associates?

16 A. I am.

17 Q. And Sarner & Associates is
18 your current employer?

19 A. That's correct.

20 Q. As of today, what are your
21 areas of concentration at Sarner &
22 Associates?

23 A. My practice has changed
24 significantly within the last, I would

1 Deposition?

2 A. I don't recall whether I had
3 mailed it to the Shell Street address or
4 by that time whether I knew -- had known
5 that she was working at Peirce College.
6 So I either mailed it to the Shell Street
7 address or I had it served at Peirce
8 College.

9 Q. When did you first meet John
10 Matusavage? First of all, do you know
11 who John Matusavage is?

12 A. I do.

13 Q. How did you first meet John
14 Matusavage?

15 A. I recall receiving a cold
16 contact from Mr. Matusavage, and I don't
17 recall specifically whether it was in the
18 nature of a written solicitation or it
19 might have even been a telephone call.
20 But I was contacted by Mr. Matusavage
21 right around the time when I needed
22 someone to serve a document in this case.
23 So I met him shortly after that.

24 Q. Prior to your engagement,

1 I'm going to call him John if that's okay
2 because I'm going to butcher his name.

3 A. That's fine.

4 Q. Prior to your engagement of
5 John, had you had a process server that
6 you used on a regular basis?

7 A. No.

8 Q. With regard to the Notice of
9 Deposition, do the Rules of Civil
10 Procedure and/or the local Municipal
11 Court rules require that that notice be
12 served personally or can it be served by
13 mail?

14 MR. GRAF: Objection.

15 MR. McDEVITT: Objection.

16 Are you asking him what he
17 understood at the time or are you
18 asking him to give --

19 MR. MESTER: What he
20 understood at the time as to
21 requirements for the service of
22 the Notice of Deposition.

23 MR. McDEVITT: Take a break
24 for a second.

1 - - -

2 (Interruption.)

3 - - -

4 THE WITNESS: Would you
5 repeat the question?

6 BY MR. MESTER:

7 Q. At the time that you were
8 serving the Notice of Deposition -- I'll
9 ask it this way: What was your
10 understanding of the service requirements
11 at the time you sent that Notice of
12 Deposition?

13 A. The requirements for serving
14 the Notice of Deposition where a party
15 has entered and appeared in a lawsuit is
16 to either mail a copy of it to their
17 counsel, if counsel is of record, or to
18 mail a copy of it to them if they have no
19 counsel. In this case, there was no
20 appearance, there was no communication.
21 I had no idea how to actually contact Ms.
22 Flamm. And so I believe that out of an
23 abundance of caution, because I wanted to
24 make sure that she got the notice, I had

ESQUIRE DEPOSITION SERVICES

1 it served probably both by mail at her
2 Shell Street house and also at Peirce
3 College.

4 Q. And do you agree that John
5 served or attempted to serve the Notice
6 of Deposition upon Mara at Peirce College
7 on October 26, 2001?

8 A. Other than your use of the
9 word "attempted," I would agree. In
10 other words, I think he actually did, in
11 fact, serve that at Peirce College.

12 Q. And how did you determine
13 that Mara worked at Peirce College?

14 A. I did an Internet search.

15 Q. Do you know whether or not
16 John attempted to serve the Notice of
17 Deposition at the Shell Street address?

18 A. I do.

19 Q. And what was the result of
20 his efforts to serve her at the Shell
21 Street address?

22 A. He was unsuccessful. He was
23 convinced -- I'll just say that. He was
24 unsuccessful.

1 Q. With regard to the Notice of
2 Deposition that was served on October 26,
3 2001, in what manner did you provide John
4 with that document?

5 MR. McDEVITT: Objection.

6 MR. MESTER: Let me strike
7 the question.

8 BY MR. MESTER:

9 Q. When you gave the Notice of
10 Deposition to John, was it in an
11 envelope?

12 A. I don't recall. I believe
13 that he came by my office and picked up
14 documents to serve. And so it may have
15 been in an envelope or it may have just
16 been the actual document and I handed it
17 to him. I don't recall.

18 Q. And when you handed him the
19 document, was that the first time you met
20 John face to face?

21 A. No.

22 MR. McDEVITT: Object --
23 okay. Just objecting to the form.
24 But go ahead.

1 Rules of Civil Procedure?

2 A. No.

3 Q. Why not?

4 A. He was not counsel of
5 record. You can ask an attorney to
6 accept a document, but the attorney has
7 to be of record.

8 Q. With regard to the Notice of
9 Deposition, did you ever petition or move
10 the Municipal Court for alternative
11 service by posting?

12 A. No.

13 Q. Why not?

14 A. I had an address where I
15 knew Mara Flamm could be located. And I
16 had actually served a document on her,
17 without objection, by Mr. -- by John
18 earlier in the year, and so I was under
19 the impression that that was a perfectly
20 fine, nonobjectionable means of serving
21 process on her.

22 Q. I want to move to the
23 January 25, 2002 service. What document
24 did you provide to John for service on or

1 about January 25, 2002?

2 A. As I sit here, I'm not
3 entirely clear. I think perhaps after
4 she had not shown up at the original
5 deposition, I may have moved for a rule
6 to show cause which I believe was
7 granted. And so I think it was -- I
8 think it was a rule to show cause to show
9 up at a deposition or face sanctions. I
10 believe that's what it was.

11 Q. And did you provide the
12 petition and rule to show cause to John
13 for service for purposes of service?

14 A. Whatever the document was, I
15 gave it to him, yes.

16 Q. And do you recall whether or
17 not you gave that to him in an envelope?

18 A. I believe that, again, that
19 he picked it up from my office
20 personally, but I don't recall.

21 MR. GRAF: I'm sorry, what
22 don't you recall?

23 MR. McDEVITT: Whether it
24 was in an envelope.

1 Q. And when you say her
2 attorney, who is the attorney identified
3 on that fax?

4 A. Jane McIlhenny.

5 Q. And is it your testimony, do
6 you agree that you received it on
7 January 25, 2002 at or about 2:38 p.m.?

8 A. What was the date?

9 Q. January 25, 2002.

10 MR. McDEVITT: Where did you
11 get the time for that?

12 MR. MESTER: Look at the
13 time stamp.

14 MR. McDEVITT: Actually, it
15 says something p.m. It's kind of
16 unclear on the document.

17 THE WITNESS: I know that
18 there is a document somewhere
19 around here in the file that
20 indicates the time that the
21 document was faxed to me. And so
22 as I'm sitting here right now, not
23 having that document right in
24 front of me, I don't know

1 precisely what time it was, but I
2 know that there is a document out
3 there and I do believe that it was
4 in the afternoon on the 25th. I
5 think that that is correct.

6 BY MR. MESTER:

7 Q. Do you agree that this was
8 your first notice you received of the
9 bankruptcy?

10 A. When you say this, you're
11 referring --

12 Q. Referring to --

13 A. -- referring to Sarner 33.
14 I'm hesitant only because it doesn't
15 have -- it says 10:00 p.m. on the front
16 of it, on the top of it. So I'm not sure
17 whether this is the one or not.

18 Q. Do you recall having
19 received any verbal, prior to January 25,
20 receiving any verbal notice of Mara's
21 bankruptcy?

22 A. I received no verbal notice
23 of Mara's bankruptcy.

24 Q. Mr. Sarner, I'm going to

1 show you a document marked Sarner 21.

2 A. I reviewed it.

3 Q. Do you recognize this
4 document that has been marked as Sarner
5 21?

6 A. Yes.

7 Q. And did you receive this
8 document?

9 A. I did.

10 Q. And did you receive the
11 document on January 28, 2002?

12 A. Is that a Monday?

13 Q. I don't know. To the best
14 of your recollection.

15 A. To the best of my
16 recollection, I received it by fax, yes.
17 And it indicates it was faxed to me on
18 January 28. So I believe that I did
19 receive it on that date, yes.

20 Q. What was your reaction when
21 you received this letter?

22 A. Well, I had several
23 reactions. First of all, I was upset
24 that this had happened, and I didn't know

1 whether it was true or not. But I was
2 upset that this had happened. And I also
3 note that he says that Mr. Matusavage is
4 an employee of the firm. That's not the
5 case. Mr. Matusavage was never an
6 employee of the firm.

7 Q. Did you call John after
8 receiving this letter?

9 A. I did.

10 Q. How soon after receiving the
11 letter did you call John?

12 A. I don't recall.

13 Q. What was the substance of
14 your conversation with John as it related
15 to the allegations set forth in this
16 letter?

17 A. I think I asked him -- I
18 think I asked him what happened. And
19 what he said was that he -- that they
20 were -- he was of the impression that
21 they were hiding her, that they wouldn't
22 produce her. And I know I asked him
23 specifically whether this happened. And
24 he said no, he never called her a sneaky

1 little thief.

2 Q. Did you call Dr. Brown after
3 receiving this letter?

4 A. At some point I did, yeah.

5 Q. Do you recall how soon after
6 you received this letter you spoke to Dr.
7 Brown?

8 A. No.

9 Q. And during those
10 conversations, did you discuss the
11 substance of the allegations set forth in
12 the January 28, 2002 letter?

13 A. What allegations?

14 Q. That the process server went
15 to Peirce College and was abusive and
16 called her a thief?

17 A. I know that I had -- I at
18 one point had a conversation with Dr.
19 Brown that it was alleged that this
20 happened. I don't recall when that was.

21 Q. What reaction, if any, did
22 Dr. Brown have to these allegations set
23 forth in the January 28, 2002 letter?

24 A. I don't recall. There was

1 Q. I'm going to show you what
2 we'll mark as Mester 1.

3 - - -

4 (Exhibit Mester 1 marked for
5 identification.)

6 - - -

7 BY MR. MESTER:

8 Q. I'm going to show you a
9 document we've marked as Mester 1, which
10 I will represent are the Answers of John
11 Matusavage to the First Set of Combined
12 Request For Admissions, Interrogatories
13 and Request For Production of Attorney
14 Defendants.

15 MR. McDEVITT: Are you going
16 to also give him the requests
17 themselves because the document
18 you handed him doesn't have the
19 question that it's responding to.

20 MR. MESTER: I'm going to
21 refer and relate to the answer and
22 ask him some questions.

23 THE WITNESS: I've reviewed
24 it.

1 BY MR. MESTER:

2 Q. Have you seen this document
3 before today?

4 A. Possible.

5 Q. I highlighted a response in
6 paragraph 2 in which Mr. Matusavage
7 represents that, quote, the relationship
8 will best be characterized as a principal
9 and agent relationship (as plaintiff's
10 Complaint alleges), rather than an
11 independent contracted one. Do you agree
12 or disagree with this statement?

13 A. I disagree.

14 Q. And what facts do you have
15 that support your disagreement with this
16 particular statement?

17 A. Well, I'll try to be as
18 inclusive as possible, but I may miss
19 something. Essentially I believe he was
20 an independent contractor. He certainly
21 was not treated as an employee for any --
22 or as an agent for any income tax
23 purposes. He was not on our payroll.
24 And I had hired him to do a particular

1 job, a specific job, and that specific
2 job was to serve these papers on Mara
3 Flamm. I didn't in any way give him
4 instructions as to how to do that job
5 other than to say this is where I think
6 she is, and you go ahead and serve it
7 there. I didn't control the means and
8 methods by which he did it. I didn't
9 tell him who to drop it off to, what to
10 say. I didn't give him any of those
11 kinds of instructions. He was an
12 independent businessman. He advertised.
13 He solicited. He contacted me as part of
14 his business in order to -- I suppose in
15 order to grow his business. He contacted
16 me and I didn't give him any instructions
17 on how to do any of it. Therefore, I
18 think he was an independent contractor.

19 Q. Did John work on any of your
20 cases other than the Mara Flamm case?

21 A. The answer is I don't think
22 so. And the answer to your question is
23 contained in the records because I know
24 that we provided copies of the checks

1 that we had paid for him. I think that
2 the copies of the checks were only
3 related to this particular case, and so,
4 therefore, I think that he only worked on
5 this particular case. If he did work on
6 or do another little thing for me, that
7 would be reflected in the pay information
8 that has been previously provided.

9 Q. Prior to retaining -- I
10 should say hiring John to serve process
11 for you, did you perform any sort of
12 background check on him to determine his
13 qualifications, criminal background,
14 anything of that nature?

15 A. I certainly didn't do any
16 criminal background check on him. Here's
17 what I can say. I do know that I needed
18 a process server right at the moment that
19 I received this solicitation from him. I
20 had a conversation with him. Something
21 within the conversation that I had with
22 him led me to believe that he would be an
23 acceptable process server. He must have
24 said something that led me to believe

1 Q. Is that your signature that
2 appears on the last page?

3 A. It is.

4 Q. You signed it on August 12,
5 '04?

6 A. I did.

7 Q. First, has anything changed,
8 are there any facts that are changed
9 since you executed this affidavit on
10 August 12, '04?

11 MR. GRAF: Objection.

12 THE WITNESS: To the best of
13 my ability, nothing has changed
14 since August 12.

15 MR. McDEVITT: To the best
16 of your knowledge.

17 THE WITNESS: To the best of
18 my knowledge.

19 BY MR. MESTER:

20 Q. No material changes?

21 A. To the best of my knowledge,
22 no material changes.

23 Q. I want to direct your
24 attention to paragraph 12 of the

1 affidavit in which you represent that you
2 are personally on the list of attorneys
3 maintained by the Philadelphia Bar
4 Association Lawyer Referral Service
5 available to accept cases in the area of
6 collections. Is that an accurate
7 recitation?

8 A. In fact, it may not be
9 entirely accurate. Here's what I can say
10 about that. When I left Duane Morris,
11 all of the clients who I had worked on
12 were Duane Morris' clients, so when I
13 joined my father in 1996, I was charged
14 with building my own practice. One of
15 the things I did, I contacted the Lawyer
16 Referral Service in order to seek
17 additional clients through their service.
18 And how that works is that there are --
19 they send you some sort of questionnaire
20 about areas that you would like to be --
21 practice areas that you would like to be
22 placed on the list. And I recall
23 reviewing that and then asking myself do
24 I feel qualified to offer services in

1 this area, this area, this area, and this
2 area. And so I did that and I signed up
3 for a half dozen to a dozen practice
4 areas. I believe that one of them was
5 collection cases. And then periodically
6 over the years you have to renew the list
7 that you're on. I don't know whether or
8 not I'm currently on the list for
9 collection matters. I tend to think not.
10 I haven't seen a collection referral in a
11 very, very long time.

12 So as this says where I am
13 personally on the list of attorneys, I
14 don't know that that is accurate. I was
15 for sure on the list at some point.
16 Whether I'm currently on the list, I'm
17 unsure. It's easy enough to find out.

18 Q. When is the last time you
19 filled out a questionnaire that refers
20 and relates to Lawyer Referral Service?

21 A. I don't believe it's every
22 year, but I could be wrong. It's
23 certainly not more frequently than once
24 per year. It may be every other year. I

1 don't know. Whenever they sent me the
2 form, I filled it out.

3 Q. Do you maintain those forms
4 in your office?

5 A. No.

6 Q. And to the extent that at
7 some time you had indicated you would
8 accept cases in the area of collections,
9 was there a distinction made between
10 consumer collection cases and what I'll
11 use the term as commercial or business
12 collection cases?

13 MR. GRAF: Objection. I
14 think you were referring to debt
15 and you had this broad definition
16 which could include a shareholder
17 lawsuit, anything like that.

18 MR. MESTER: What I'm trying
19 to -- the language I'm trying to
20 parse is whether there is a
21 difference between consumer cases
22 and commercial or business cases.

23 MR. McDEVITT: On the
24 Lawyers Referral form?

1 MR. MESTER: Correct.

2 THE WITNESS: You would have
3 to ask them and look at the Lawyer
4 Referral firm. My best
5 recollection is that there was one
6 category, collection. What was
7 contained in that, I'm not
8 entirely sure.

9 BY MR. MESTER:

10 Q. Does your office currently
11 accept consumer debt collection cases?

12 A. No.

13 Q. Do you intend at any time in
14 the future to accept consumer debt
15 collection cases?

16 A. I can't answer that other
17 than to say it would have to be on a
18 case-by-case basis.

19 Q. But nothing in your practice
20 today will preclude you from accepting a
21 consumer debt collection case?

22 MR. McDEVITT: Objection.

23 You can answer it if you
24 understand it.

ESQUIRE DEPOSITION SERVICES

1 THE WITNESS: I'm a licensed
2 attorney in Pennsylvania. I can
3 accept, if I choose to, any case I
4 want.

5 BY MR. MESTER:

6 Q. Do you agree that between
7 1996 and 2004, you represented Dr. Brown
8 in six consumer collection matters
9 against patients of Dr. Brown?

10 A. I would have to look at my
11 affidavit. My affidavit indicates for
12 the two-year period 1998 to 1999 I
13 represented on three cases for Dr. Brown,
14 and for the years 2000, 2001 and 2002, I
15 worked on four cases for Dr. Brown. So I
16 believe that there were seven total for
17 Dr. Brown, this case and six others, this
18 underlying case and six others.

19 MR. McDEVITT: What the
20 deponent is going to be looking at
21 is a collection of documents
22 numbered Sarner 937 to Sarner 967.

23 THE WITNESS: I reviewed
24 this document.

1 recall.

2 Q. Did you, when Mr. Matusavage
3 was present, ever refer to Ms. Flamm as a
4 thief?

5 A. No.

6 Q. Did you ever refer to Ms.
7 Flamm in Mr. Matusavage's presence as a
8 sneaky little thief?

9 A. No. The answer is no.

10 Q. Had you ever met Ms. Flamm
11 before?

12 A. No.

13 Q. So her size was something
14 you knew nothing about?

15 A. I knew nothing about her
16 size.

17 Q. When you saw Mr. Matusavage
18 in January and instructed him or provided
19 him with the rule to show cause to serve,
20 did you instruct him to harass Ms. Flamm
21 or anybody at the place of her
22 employment?

23 A. No.

24 Q. When you saw Mr. Matusavage

1 in January of 2002 and provided him with
2 the document to serve, did you instruct
3 or otherwise suggest to him that he
4 should defame Ms. Flamm?

5 A. No.

6 Q. For point of clarification,
7 in your understanding of what a principal
8 and agent is, is a principal/agent
9 relationship limited to an
10 employer/employee relationship?

11 MR. McDEVITT: Objection.

12 You're asking him for his
13 knowledge of the law here.

14 MR. GRAF: I'm trying to
15 clarify an earlier answer he gave
16 when he was asked about that
17 difference, he referred to reasons
18 why he didn't believe there was a
19 principal/agency relationship and
20 he made references in his answer
21 to why there wasn't an
22 employee/employer relationship.
23 I'm trying to clarify that prior
24 answer as to what he intended when

1 Referral Service in the area of
2 collections and if I were to testify
3 right now in full, I would repeat
4 everything that I said on this affidavit.

5 Q. Did Sarner & Associates ever
6 hire any paralegals or additional
7 secretarial staff to handle collection
8 matters?

9 A. No.

10 Q. Have you ever represented a
11 business that is in -- well, let me
12 rephrase that. Have you ever represented
13 a client that is in the business of
14 collecting delinquent consumer debts?

15 A. No.

16 Q. You have just mentioned that
17 you were at some point in time listed in
18 the Philadelphia Bar Association Lawyer
19 Referral Service as an attorney who
20 handles collection matters. Correct?

21 A. Correct.

22 Q. Other than that listing --
23 well, let me strike that.

24 Have you ever advised in any

1 newspaper, radio, television, print,
2 phone books, that you or your firm
3 handles collection matters?

4 A. No.

5 Q. Have you ever otherwise
6 actively marketed yourself as a
7 collections attorney?

8 A. I'm not a collections
9 attorney and I've never marketed myself
10 as such.

11 Q. Now, Mr. Brand had responded
12 to the October filing that was made upon
13 Ms. Flamm in his November 16, 2001
14 letter. Correct?

15 A. Will you repeat the
16 question?

17 Q. Around October of 2001 you
18 had Mr. Matusavage serve a Notice of
19 Deposition upon Ms. Flamm at Peirce
20 College. Correct?

21 A. That's correct.

22 Q. And sometime thereafter Mr.
23 Brand contacted you. Correct?

24 A. That's correct.

EXHIBIT 3

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LR

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARA FLANN
709 S. SCHELL STREET
PHILADELPHIA, PA 19147

Plaintiff

CIVIL ACTION

No.

02cv4302

vs.

SARNER & ASSOCIATES, P.C.
11 PENN CENTER, 29TH FLOOR
PHILADELPHIA, PA 19103

and

JOSHUA SARNER, ESQUIRE
11 PENN CENTER, 29TH FLOOR
PHILADELPHIA, PA 19103

and

LEONARD SARNER, ESQUIRE
11 PENN CENTER, 29TH FLOOR
PHILADELPHIA, PA 19103

and

JODI H. BROWN, M.D.
325 CHESTNUT STREET
SUITE 1308
PHILADELPHIA, PA 19106

and

JOHN MATUSAVAGE
1641 ETTING STREET
PHILADELPHIA, PA 19145

and

JOHN DOE PROCESS SERVER,
individually and as agent for
Sarnar & Associates, P.C.,
Joshua Sarnar, Esquire,
Leonard Sarnar, Esquire, and Jodi H. Brown, M.D.,
11 PENN CENTER, 29TH FLOOR
PHILADELPHIA, PA 19103

Defendants

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COMPLAINT-CIVIL ACTION

Plaintiff, Mara Flamm, by and through her undersigned counsel, brings this action against defendants, Sarner & Associates, P.C., Joshua Sarner, Esquire, Leonard Sarner, Esquire, Jodi H. Brown, M.D., John Matusavage and John Doe Process Server for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA") and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa.C.S. 201-1 *et seq.* ("UTCPL") which prohibit creditors and debt collectors from engaging in abusive, deceptive, and unfair practices. Plaintiff also brings causes of action against Defendants for Intentional Infliction of Emotional Distress, Defamation--Slander and Civil Conspiracy.

I. JURISDICTION AND VENUE

1. This court has original jurisdiction over this matter pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331 and has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367. Jurisdiction for declaratory relief in matter is available pursuant to 28 U.S.C. §§ 2201 and 2202.

2. Venue in the Eastern District of Pennsylvania is proper because all defendants regularly conduct business in Philadelphia County, all defendants maintain their principal place of business in Philadelphia County and the events and occurrences giving rise to this cause of action took place in Philadelphia County.

II. PARTIES

A. Plaintiff

3. Plaintiff, Mara Flamm, is an adult individual who resides at 709 S. Schell Street, Philadelphia, Pennsylvania.

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B. Defendants and The Agents

4. Defendant, **Sarner & Associates, P.C.**, is a professional corporation arising under and existing pursuant to the laws of the Commonwealth of Pennsylvania with its principal place of business at 11 Penn Center, 29th Floor Philadelphia, PA. 19103. Sarner & Associates, P.C. engages in the business of collecting debts in Commonwealth of Pennsylvania and regularly attempts to collect debts alleged to be due another. The principal purpose of Defendant Sarner & Associates, P.C. is the collection of debts using the mails, telephones and techniques of harassment.

5. Defendant, **Joshua Sarner, Esquire**, is an adult individual and employee, agent and/or representative of Defendant Sarner & Associates, P.C. who regularly conducts business at 11 Penn Center, 29th Floor Philadelphia, Pennsylvania. At all times material, Defendant Joshua Sarner, Esquire was and continues to be a debt collector for Defendant Sarner & Associates, P.C. as defined in 15 U.S.C. §1692a(6).

6. Defendant, **Leonard Sarner, Esquire**, is an adult individual and employee, agent and/or representative of Defendant Sarner & Associates, P.C. who regularly conducts business at 11 Penn Center, 29th Floor Philadelphia, Pennsylvania. At all times material hereto, Defendant Leonard Sarner, Esquire was and continues to be a debt collector for Defendant Sarner & Associates, P.C. as defined in 15 U.S.C. §1692a(6).

7. Defendant, **Jodi H. Brown, M.D.**, is an adult individual who regularly conducts business at 325 Chestnut Street, Suite 1308, Philadelphia, PA. At all times material hereto, Jodi H. Brown, M.D. was a debt collector as defined in 15 U.S.C. §1692a(6).

8. At all material times, Defendant Jodi H. Brown, M.D. controlled, directed, supervised, and/or approved the actions of Sarner & Associates, P.C., Joshua Sarner, Esquire, Leonard Sarner, Esquire, and John Doe with respect to the collection of a debt allegedly owed from Plaintiff.

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9. Plaintiff believes, and therefore avers, that Defendant Jodi H. Brown, M.D. routinely and as a continuing practice employed Defendants Sarner & Associates, P.C., Joshua Sarner, Esquire, and/or Leonard Sarner, Esquire to harass, annoy and pursue former patients with the knowledge that those former patients had psychological frailties that could easily be exploited by the illegal debt collection practices of Defendants.

10. Defendant, John Matusavage, is an adult individual who regularly conducts business at who regularly conducts business at 1641 Etting Street, Philadelphia, Pennsylvania. At all times material, Defendant John Matusavage was and continues to be a debt collector for Defendant Sarner & Associates, P.C. as defined in 15 U.S.C. §1692a(6).

11. Defendant, John Doe Process Server, is an unidentified adult Caucasian male who was and continues to be a debt collector for Defendant Sarner & Associates, P.C. as defined in 15 U.S.C. §1692a(6).

12. Plaintiff believes, and therefore avers, that Defendants Sarner & Associates, P.C., and/or Joshua Sarner, Esquire and/or Leonard Sarner, Esquire employed and/or contracted with John Matusavage and John Doe Process Server as a process server and debt collector during the past five years.

13. Plaintiff believes, and therefore avers, that Defendants Sarner & Associates, P.C., and/or Joshua Sarner, Esquire and/or Leonard Sarner, Esquire employed and/or contracted with John Matusavage and John Doe Process Server as a process server and debt collector to collect a debt allegedly due from Plaintiff.

14. At all material times, Defendant John Matusavage was an employee, agent, and/or representative of Defendant Sarner & Associates, P.C., Joshua Sarner, Esquire, Leonard Sarner, Esquire, P.C., and/or Jodi H. Brown, M.D. and acted within the course and scope of such

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employment, agency and/or representation.

15. At all material times, Defendant John Doe Process Server was an employee, agent, and/or representative of Defendant Sarnier & Associates, P.C., Joshua Sarnier, Esquire, Leonard Sarnier, Esquire, P.C., and/or Jodi H. Brown, M.D. and acted within the course and scope of such employment, agency and/or representation.

III. ALLEGATIONS OF FACT

16. On or about February 20, 2001, Defendant Brown filed a Statement of Claim against Plaintiff in the Municipal Court of Philadelphia County alleging that Plaintiff owed her \$5,000.

17. On or about April 4, 2001, the Municipal Court entered a default judgment in favor of Defendant Brown and against Plaintiff in the amount of \$6,215 plus \$ 65 in costs.

18. At all material times, Peirce College employed Plaintiff.

19. On or about October 26, 2001, Defendant John Matusavage, an employee, agent and/or representative of Defendant Sarnier & Associates, P.C., served a Notice of Deposition in Aid of Execution ("Notice") at Peirce College in Philadelphia, Pennsylvania by leaving a copy of the Notice with Plaintiff's supervisor.

20. Defendant Matusavage told Plaintiff's supervisor that Plaintiff owed a large debt to a doctor.

21. Plaintiff did not grant permission for Defendants to contact her employer.

22. On or about November 16, 2001, Robert P. Brand, Esquire contacted Defendants and advised Defendants that he represented Plaintiff.

23. On or about January 22, 2002, Plaintiff filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code.

24. On January 25, 2002, John Doe Process Server appeared at Plaintiff's place of employment without permission and demanded to see Plaintiff, Plaintiff's supervisor, Plaintiff's supervisor's

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secretary, the Dean of College, and Dean's secretary.

25. Peirce College campus security summoned Carnita Rutling ("Rutling"), an administrative assistant at Peirce College, to deal with John Doe Process Server because he refused to leave voluntarily from Peirce College.

26. John Doe Process Server told Rutling that he had a "problem with Ms. Flamm."

27. John Doe Process Server then asked Rutling if she would accept a package for Plaintiff.

28. While at the campus security desk, John Doe Process Server asked if he could speak privately with Rutling.

29. Rutling directed John Doe Process Server to a room near the campus security desk and, immediately upon entering the room, John Doe Process Server began yelling at Rutling in a loud and aggressive tone.

30. John Doe Process Server told Rutling "I don't know what type of sneaky little thieves you hire, but Mara Flamm stole thousands of dollars from a doctor and hasn't paid."

31. John Doe then stated that he and Defendant Sarner & Associates, P.C. have been coming to Peirce College for over two years and that Plaintiff is always unavailable.

32. Rutling then advised John Doe Process Server that this information was none of her business and that he should contact Plaintiff at home.

33. John Doe Process Server then told Rutling that they have tried to reach Plaintiff at home but that Plaintiff gives them phony phone numbers and phony addresses and that contacting Plaintiff at her place of employment was the only way they knew of to contact her.

34. John Doe Process Server then stated that Plaintiff received services for which Plaintiff refused to pay.

35. John Doe Process Server then told Rutling that Plaintiff failed to appear in court.

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36. John Doe Process Server then repeated to Rutling that Plaintiff was a thief and that if Plaintiff was the type of person that Peirce College has working for them, then Peirce College was in trouble.

37. John Doe Process Server then told Rutling to tell Plaintiff that the next time they have to come to her place of employment they will bring the Sheriff and arrest Plaintiff.

38. Plaintiff is a good, true, honest and virtuous citizen of the Commonwealth of Pennsylvania, and has, at all times, abided by and conducted herself in accordance with the laws of Pennsylvania, and during her entire life has remained free from and unsuspected of any type of thievery, or any other such crimes.

39. Plaintiff was known and respected as a person of good name and reputation by reason of which she has gained the love, goodwill, and esteem of all her neighbors and diverse other good people of this Commonwealth.

40. Plaintiff has never been guilty of the crimes charged by Defendants and the words that John Doe Process Server uttered on behalf of himself, Defendant Sarnier & Associates, P.C., Joshua Sarnier, Esquire, Leonard Sarnier, Esquire and Jodi H. Brown, M.D., were and are untrue, and were known by Defendants to be untrue when uttered and published.

41. Defendants are persons of apparent responsibility whose position in life, and knowledge of Plaintiff's affairs, was calculated to give credit to the charges and utterances made by them and their agents.

42. As a result of the negligent, reckless, malicious and illegal acts of Defendants, all of which were done to further Defendants' businesses, Plaintiff suffered substantial mental pain, anguish, and severe emotional distress.

43. As a result of the negligent, reckless, malicious and illegal acts of Defendants, all of which were done to further Defendants' businesses, Plaintiff suffered embarrassment and humiliation

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resulting in great loss, detriment and suffering.

44. Plaintiff believes, and therefore avers, that Defendants have a continuing policy and practice of harassing and embarrassing debtors at their workplace in order to coerce payment or make favorable payment arrangements.

45. Plaintiff believes, and therefore avers, that Defendant Jodi H. Brown, M.D. purposely forwarded the collection of Plaintiff's debt and other debt collection matters to Defendants Sarner & Associates, P.C., Joshua Sarner, Esquire, and Leonard Sarner, Esquire because she knew that Defendants Sarner & Associates, P.C., Joshua Sarner, Esquire, and Leonard Sarner, Esquire utilize unfair, oppressive and illegal tactics to coerce, embarrass and browbeat former patients to satisfy debts.

46. Plaintiff believes, and therefore, avers, that Defendant Jodi H. Brown, M.D. had intimate knowledge of Plaintiff's fragile mental state and, accordingly, directed Defendants Sarner & Associates, P.C., Joshua Sarner, Esquire, and Leonard Sarner, Esquire to harass, annoy and embarrass Plaintiff to the point where she would satisfy the alleged debt.

COUNT I

Violation of 15 U.S.C. §1692, et seq.

47. Plaintiff re-adopts and incorporates by reference paragraphs 1 through 46 as though more fully set forth below.

48. Defendants violated the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq.

49. Defendants violated the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq., as follows:

- (a) Contacting Plaintiff's employer, a third party, without prior consent (15 U.S.C. §1692c(b));
- (b) Falsely representing that the nonpayment of the debt would result in Plaintiff's arrest

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when such action could not be legally taken (15 U.S.C. §1692e(4) and (5));

- (c) Falsely representing that Plaintiff committed a crime in order to disgrace, embarrass and humiliate Plaintiff (15 U.S.C. §1692e(7));
- (d) Attempting to contact Plaintiff at her place of employment after Defendants knew she was represented by attorney Robert P. Brand, Esquire (15 U.S.C. §§1692b(6) and 1692c(a)(2));
- (e) Using obscene or profane language to Ms. Rutling, the natural consequence of which was to abuse, scare and intimidate Ms. Rutling (15 U.S.C. §1692d(2));
- (f) Falsely representing that Plaintiff stole money in order to disgrace, embarrass and humiliate Plaintiff (15 U.S.C. §1692e(7));
- (g) Falsely representing to Plaintiff's employer that Defendants were forced to contact Plaintiff at her place of employment because Plaintiff had given them phony addresses and phone numbers when the Defendants knew her true address and telephone number as well as the address and telephone number of her attorney (15 U.S.C. §1692e(10)); and
- (h) Attempting to collect attorneys' fees incidental to the original obligation when said fees were not authorized by an agreement or permitted by law (15 U.S.C. §1692f(1)).

50. As a direct and proximate result of these violations of the Fair Debt Collection Practices Act, Defendants are liable to Plaintiff for actual damages in excess of \$75,000, statutory damages not to exceed \$1,000, punitive damages, costs of the action, and attorney's fees.

WHEREFORE, Plaintiff, Mara Flamm, demands judgment in her favor and against Defendants, individually and/or jointly, in an amount in excess of \$75,000 plus punitive damages,

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attorney's fees, costs and such other relief as this Honorable Court deems appropriate.

COUNT II

Violation of 73 Pa.C.S.A. §201-1, et seq.

51. Plaintiff re-adopts and incorporates by reference paragraphs 1 through 50 as though more fully set forth below.
52. Defendants are a "person" as defined by 73 Pa.C.S.A. §201-2((2) of the Unfair Trade Practices and Consumer Protection Law.
53. Defendants were engaged in "trade" or "commerce" as defined by 73 Pa.C.S.A. §201-2((2) of the Unfair Trade Practices and Consumer Protection Law.
54. Defendants violated Pennsylvania's Unfair Trade Practices and Consumer Protection Law, 73 Pa.C.S. §201-1 *et seq.*
55. Defendants violated the Pennsylvania's Unfair Trade Practices and Consumer Protection Law, 73 Pa.C.S. §201-1 *et seq.*, as follows:

- (a) Falsely representing that the nonpayment of the debt would result in the imprisonment of Plaintiff;
- (b) Falsely representing that that Plaintiff committed a crime or other illegal conduct for the purpose of embarrassing, humiliating and disgracing Plaintiff; and
- (c) Attempting to contact Plaintiff at her place of employment after Defendants knew she was represented by attorney Robert P. Brand, Esquire.

WHEREFORE, Plaintiff, Mara Flamm, demands judgment in her favor and against Defendants, individually and/or jointly as follows:

- A. Actual damages pursuant 73 Pa.C.S.A. §201-9.2(a) including, but not limited to, damages for pain and suffering;
- B. Statutory damages pursuant to 73 Pa.C.S.A. §201-9.2(a);

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- C. Treble damages pursuant to 73 Pa.C.S.A §201-9.2(a);
- D. Reasonable attorney's fees, interest and costs pursuant to 73 Pa.C.S.A. §201-9.2(a); and
- E. Punitive damages
- F. Such other and further relief as this Honorable Court seems just and proper.

COUNT III

Intentional Infliction of Emotional Distress

56. Plaintiff re-adopts and incorporates by reference paragraphs 1 through 55 as though more fully set forth below.

57. As a direct and proximate result of the wrongful conduct of Defendants, Plaintiff suffered severe embarrassment, humiliation, mental anguish and emotional distress.

58. Defendants knowingly, willfully and intentionally acted to harm Plaintiff, the natural and probable consequence of which was to cause Plaintiff extreme emotional distress.

59. The conduct of Defendants was extreme and outrageous and beyond the bounds of decency.

60. As a direct and proximate result of Defendants extreme and outrageous conduct, Plaintiff suffered severe embarrassment, humiliation, mental anguish and genuine and substantial emotional distress that physically manifested itself, among other ways, in headaches, loss of sleep, anxiety and fright.

61. Plaintiff is entitled to an award of punitive damages.

WHEREFORE Plaintiff, Mara Flamm, demands judgment in her favor and against Defendants in an amount in excess of \$75,000 plus punitive damages, costs of suit and such other relief as this Honorable Court deems appropriate.

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COUNT IV
Defamation—Slander

62. Plaintiff re-adopts and incorporates by reference paragraphs 1 through 61 as though more fully set forth below.

63. The statements of Joe Doe Process Server, individually and on behalf of Defendants Sarnier & Associates, P.C., Joshua Sarnier, Esquire, Leonard Sarnier, Esquire and Jodi H. Brown, M.D. were false and defamatory, were made intentionally, willfully and maliciously and were made with knowledge of their falsity or with reckless disregard for their truth or falsity.

64. The statement of Joe Doe Process Server, individually and on behalf of Defendants Sarnier & Associates, P.C., Joshua Sarnier, Esquire, Leonard Sarnier, Esquire and Jodi H. Brown, M.D. are slanderous and defamatory per se.

65. As a direct and proximate result of the false, misleading, and malicious statements, Plaintiff suffered and contigues to suffer serious and irreparable injury to her name and reputation.

WHEREFORE, Plaintiff, Mara Flaum, demands judgment in her favor and against the Defendants, individually and/or jointly, in an amount in excess of \$75,000 plus punitive damages, costs of suit and such other relief as this Honorable Court deems appropriate.

COUNT V
Civil Conspiracy

66. Plaintiff re-adopts and incorporates by reference paragraphs 1 through 61 as though more fully set forth below.

67. The actions of Defendants, jointly and severally, violated the Fair Debt Collection Act (15 U.S.C. §1692, et seq.), Pennsylvania's Unfair Trade Practices and Consumer Protection Law (73 Pa.C.S. §201-1, et seq.), and 18 Pa.C.S. §7311 (Unlawful Collection Agency Practices).

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68. The actions of Defendants, jointly and severally, were intended intentionally to cause emotional distress.

69. The actions of Defendants, jointly and severally, were intended intentionally to defame Plaintiff.

70. The overt actions of Defendants, *infra*, jointly and severally, constituted a civil conspiracy amongst them to engage in a concerted action for an illegal, unlawful and/or inappropriate purpose, namely to compel Plaintiff to satisfy the alleged debt through harassment, coercion, intimidation, and embarrassment.

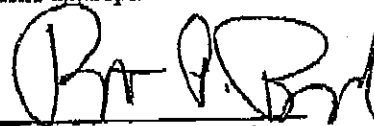
71. Defendants, acting in concert, were motivated by an improper and/or illegal attempt to compel Plaintiff to satisfy an alleged debt by means of harassment, coercion, intimidation, and embarrassment.

72. Defendants acted with malice and the intent to deprive Plaintiff of her right to be free from harassment, coercion, intimidation, and embarrassment.

73. There existed no justification for the improper and/or illegal actions of Defendants.

74. As a direct and proximate result of Defendants improper and/or illegal actions, Plaintiff sustained actual damages.

WHEREFORE, Plaintiff, Mara Flamm, demands judgment in her favor and against the Defendants, individually and/or jointly, in an amount in excess of \$75,000 plus punitive damages, costs of suit and such other relief as this Honorable Court deems appropriate.



Robert P. Brand, Esquire
I.D. No. 73546
1200 Walnut Street, 5th Floor
Philadelphia, PA 19107
(215) 985-1500
Attorney for Mara Flamm

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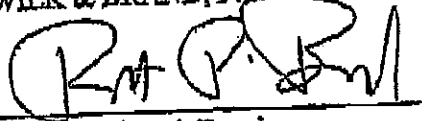
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JURY TRIAL DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

WILK & BRAND, P.C.



Robert P. Brand, Esquire
Attorney for Mara Flamm
1200 Walnut Street, 5th Floor
Philadelphia, PA 19107
(215) 985-1500